

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

ABDIKHADAR JAMA an individual, JEES  
JEES, an individual, and MOHAMED  
MOHAMED, an individual,

Plaintiffs,

vs.

GOLDEN GATE AMERICA LLC, a foreign  
limited liability company and EAN HOLDINGS  
LLC, ENTERPRISE HOLDINGS, INC., a  
foreign corporation, and VANGUARD  
AUTOMOTIVE GROUP, a foreign business  
entity d/b/a NATIONAL CAR RENTAL,  
ALAMO RENT A CAR, and ENTERPRISE  
RENT-A-CAR,

Defendants.

No. 2:16-cv-611 RSL

**[PROPOSED] CLASS ACTION  
SETTLEMENT ORDER AND  
FINAL JUDGMENT**

**Noting Date: July 31, 2018**

This matter came before the Court on Plaintiffs' Motion for Final Approval of the proposed class settlement (the "Settlement"). The Court has considered all papers filed and proceedings in this matter and is fully informed regarding the facts surrounding the proposed Settlement. Based upon this information, the Court approves the proposed Settlement as fair, reasonable, and adequate. The Court hereby enters this Class Action Settlement Order and Final Judgment ("Final Judgment"), which constitutes a final adjudication on the merits of all claims of the Settlement Class.

On March 23, 2018, the Court granted preliminary approval to the proposed Settlement

1 between Plaintiffs and Defendant EAN Holdings, LLC ("EAN"). The proposed Settlement  
2 resolves all of the Settlement Class Members' claims against Defendants in exchange for  
3 EAN's agreement to provide monetary relief to Settlement Class Members as set forth in the  
4 Settlement Agreement and Release of Claims ("Agreement"). On July 31, 2018, the Court held  
5 a Settlement Hearing to consider whether to grant final approval to the Settlement and to  
6 consider Class Counsel's Motion for Attorney's Fees, Costs, and Class Representative  
7 Incentive Awards (the "Fee Application"). Dk. #85. The Court heard argument from counsel  
8 and allowed others to appear to voice their support for, or objection to, the Settlement, the Fee  
9 Application, or both.  
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11 Having read, reviewed, and considered the papers filed in support of and any in  
12 opposition to final approval of the Settlement, including supporting declarations; oral  
13 arguments of counsel and presentations by any Settlement Class Members who appeared at the  
14 hearing; Class Counsel's Fee and Cost Application; the Agreement; and the pleadings, the  
15 Court finds and concludes as follows:  
16

17 1. **Definitions.** The definitions and provisions of the Agreement are fully  
18 incorporated into this Final Judgment.

19 2. **Jurisdiction.** The Court has jurisdiction over the subject matter of the  
20 Agreement with respect to and over all parties to the Agreement, including Plaintiffs and all  
21 Settlement Class Members.

22 3. **Settlement Approval.** The Court hereby grants final approval to the Settlement  
23 and finds the Settlement is, in all respects, fair, reasonable, and adequate, and in the best  
24 interests of the Settlement Class. The Court finds the Settlement is within the authority of the  
25 Parties and the result of extensive arm's length negotiations.  
26  
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1           4.    **Exclusion from Settlement Class.** No members of the Class have timely and  
2 validly requested to be excluded from the Class and the Settlement.

3           5.    **Objections.** No objections have been brought to the Court's attention.

4           6.    **No Admission.** Neither this Final Judgment nor the Agreement is an admission  
5 or concession by EAN of the validity of any claims or of any liability or wrongdoing or of any  
6 violation of law. This Final Judgment and the Agreement do not constitute a concession and  
7 shall not be used as an admission or indication of any wrongdoing, fault, or omission by EAN  
8 or any other person in connection with any transaction, event, or occurrence, and neither this  
9 Final Judgment nor the Agreement nor any related documents in this proceeding, nor any  
10 reports or accounts thereof, shall be offered or received in evidence in any civil, criminal, or  
11 administrative action or proceeding, other than such proceedings as may be necessary to  
12 consummate or enforce this Final Judgment, the Agreement, and all releases given thereunder,  
13 or to establish the affirmative defenses of res judicata or collateral estoppel barring the pursuit  
14 of claims released in the Agreement.  
15

16           7.    **Dismissal with Prejudice.** The Court hereby dismisses with prejudice all claims  
17 of members of the Settlement Class against EAN and other released parties as described in the  
18 Agreement.  
19

20           8.    **Release.** The Settlement Class members and Plaintiffs, themselves and as the  
21 representative of the Settlement Class and on behalf of each Settlement Class Member, and  
22 each of their respective agents, successors, heirs, assigns, and any other person who can claim  
23 by or through them in any manner, fully, finally, and forever irrevocably release, relinquish,  
24 and forever discharge with prejudice all claims released under the Settlement against the  
25 released parties.  
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1           9.    ***Injunction Against Asserting Released Claims.*** Plaintiffs, all Settlement Class  
2 Members, and any person or entity allegedly acting on behalf of Plaintiffs and Settlement Class  
3 Members, either directly, representatively, or in any other capacity, are permanently enjoined  
4 from commencing or prosecuting against those released via the Agreement any action or  
5 proceeding in any court or tribunal asserting any claim released against. This injunction is  
6 necessary to protect and effectuate the Settlement, this Order, and the Court's flexibility and  
7 authority to effectuate the Settlement and to enter judgment when appropriate and is ordered in  
8 aid of the Court's jurisdiction and to protect its judgments pursuant to 28 U.S.C. § 1651(a).  
9

10           10.   ***Class Notice.*** The Settlement Administrator completed the delivery of Class  
11 Notice according to the terms of the Agreement. The Class Notice given by the Settlement  
12 Administrator to the Class, which set forth the principal terms of the Agreement and other  
13 matters, was the best practicable notice under the circumstances. The Class Notice program  
14 prescribed by the Agreement was reasonable and provided due and adequate notice of these  
15 proceedings and of the matters set forth therein, including the terms of the Agreement, to all  
16 parties entitled to such notice. The Class Notice given to the Class Members satisfied the  
17 requirements of Federal Rule of Civil Procedure 23 and the requirements of constitutional due  
18 process. The Class Notice was reasonably calculated under the circumstances to apprise Class  
19 Members of the pendency of this Action, all material elements of the Settlement, and their  
20 opportunity to exclude themselves from, object to, or comment on the Settlement and appear at  
21 the Settlement Hearing. As of the hearing date for this motion, the Parties reported that 81  
22 Class Members had been provided supplemental notice based on updated identification data,  
23 but that these Class Members would likely benefit from an extension of the opt-out period and  
24 of the date for reversion to Defendant EAN of unclaimed funds. Accordingly, with respect to  
25 those 81 Class Members only, the Court extends the opt-out date by 180 days from today's date  
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1 and extends the date on which uncashed checks to those Class Members revert to EAN to 360  
2 days from today's date. With these modifications, the Court has afforded a full opportunity to  
3 all Settlement Class Members to be heard. Accordingly, the Court determines that all members  
4 of the Settlement Class are bound by this Final Judgment.

5 11. **Notifications to Appropriate Federal and State Officials.** Within thirty (30)  
6 days of the full filing of the proposed Agreement in this Court, EAN caused to be served a  
7 notice of the proposed Settlement upon the appropriate state official of each State in which a  
8 Class Member resides and upon the Attorney General of the United States. The Court finds  
9 that the notice provided by EAN satisfied the requirements of 28 U.S.C. § 1715(b) and that  
10 more than ninety (90) days have elapsed since EAN provided the required notice, as required  
11 by 28 U.S.C. § 1715(d).  
12

13 12. **Continuing Jurisdiction.** Without affecting the finality of this Final Judgment,  
14 the Court retains continuing jurisdiction over (a) implementation of the Agreement, distribution  
15 of the Settlement payments, Service Awards, and attorney's fees and costs contemplated by the  
16 Agreement until each and every act agreed to be performed pursuant to the Agreement has been  
17 performed, and (b) all parties to this Action and members of the Settlement Class for the  
18 purpose of enforcing and administering the Agreement.  
19

20 13. **Service Award.** As an incentive payment in compensation for the time, effort,  
21 and risk they undertook as representatives of the Class, the Court hereby awards \$1,000.00 to  
22 Abdikhadar Jama; \$1,000.00 to Jeess Jeess; and \$1,000.00 to Mohamed Mohamed.  
23

24 14. **Class Counsel Fee and Cost Award.** The Court hereby awards attorney's fees  
25 and costs to compensate Class Counsel for their time incurred and costs advanced. The Court  
26 has concluded that: (a) Class Counsel achieved a favorable result for the Class by obtaining  
27 Defendant's agreement to make available to Settlement Class Members certain monetary and

1 non-monetary relief; (b) Class Counsel devoted substantial effort to pre-and post-filing  
2 investigation, legal analysis, and litigation; (c) Class Counsel prosecuted the claims of the Class  
3 on a contingent-fee basis, investing significant time and accumulating costs with no guarantee  
4 that they would receive compensation for their services or recover their costs; (d) Class  
5 Counsel employed their knowledge of and experience with class action litigation in achieving a  
6 valuable settlement for the Class, in spite of Defendants' possible legal defenses and their  
7 experienced and capable counsel; (e) Class Counsel have standard contingent fee agreements  
8 with the Representative Plaintiffs, who have reviewed the Agreement and been informed of  
9 Class Counsel's attorney's fees and cost application and have approved it; (f) the Class Notice  
10 informed Settlement Class Members of Class Counsel's fee and cost request under the  
11 Agreement; and (g) Class Counsel filed and posted their Fee and Cost Application in time for  
12 Settlement Class Members to make a meaningful decision regarding whether to object to the  
13 Fee and Cost Application. For these reasons, the Court hereby approves Class Counsel's  
14 attorney's fees in the amount of \$180,000.0). These fees and costs are in lieu of statutory fees  
15 and costs that either the Representative Plaintiffs or the Settlement Class might otherwise have  
16 been entitled to recover.  
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19 15. **Payment Timing.** EAN shall pay, through the Settlement Administrator, the fee  
20 and cost award to Class Counsel and the Service Awards to Representative Plaintiff, as well as  
21 make available to Settlement Class members the amounts provided in the Agreement, in  
22 accordance with and at the times prescribed by the Agreement.  
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1                   **IT IS SO ORDERED.**

2                   DATED this 31<sup>st</sup> day of July, 2018.

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6                   HON. ROBERT S. LASNIK  
7                   UNITED STATES DISTRICT COURT JUDGE

8                   PRESENTED BY:

9                   BADGLEY MULLINS TURNER PLLC

10                  /s/ Duncan C. Turner

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